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U.S. CLERK'S OFFICE
PEORIA, ILLINOIS

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action No. 97-4101

Judge

CASE CORPORATION,
KELLY-SPRINGFIELD TIRE CO.,
COOPER INDUSTRIES,
COMMONWEALTH EDISON CO.,
DEERE & CO.,
ABC RAIL PRODUCTS CORP.,
A.Y. MCDONALD MFG. CO.,
BRIDGESTONE/FIRESTONE, INC.,
BUTLER MANUFACTURING CO.,
ELCO TEXTRON INC.,
FRANTZ MANUFACTURING CO.,
THE GATES CORPORATION d/b/a
THE GATES RUBBER COMPANY,
GENERAL ELECTRIC CO.,
HARPER-WYMAN COMPANY,
HAYES WHEELS INTERNATIONAL,
HONEYWELL INC. --
MICRO SWITCH DIVISION,
METFORM, LLC,
IMC NITROGEN COMPANY f/k/a
PHOENIX CHEMICAL COMPANY,
K MART CORPORATION,
KRAFT FOODS, INC. --
OSCAR MAYER FOODS DIVISION,
LAWRENCE BROTHERS, INC.,
MONSANTO COMPANY,
NACCO MATERIALS HANDLING
GROUP, INC.,

FILED
NOV 25 1997

JOHN M. WATERS, Clerk
U.S. DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS

5

NAVISTAR INTERNATIONAL)
TRANSPORTATION CORP.,)
QUANEX CORPORATION,)
RB & W CORPORATION,)
SAUER-SUNDSTRAND COMPANY,)
and)
UNITED TECHNOLOGIES)
AUTOMOTIVE SYSTEMS, INC.)
f/k/a SHELLER-GLOBE)
CORPORATION,)
)
Defendants.)

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the A.A. Waste Oil Site in Rock Island, Rock Island County, Illinois ("the Site").

B. The defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability arising out of the facts, transactions, or occurrences alleged in the complaint.

C. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever

terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

g. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

h. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper or lower case letter.

i. "Parties" shall mean the United States and the Settling Defendants.

j. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has accrued, incurred, or paid at or in connection with the Site through the date of lodging of this consent decree, plus accrued Interest on all such costs through such date.

k. "Plaintiff" shall mean the United States.

l. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

m. "Settling Defendants" shall mean those parties identified in Appendix A.

n. "Site" shall mean the A.A. Waste Oil facility, encompassing approximately 2 acres, located at 1800 78th Avenue, Rock Island, Rock Island County, Illinois, and noted on the map in Appendix B.

o. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. REIMBURSEMENT OF RESPONSE COSTS

4. Payment of Past Response Costs to the EPA Hazardous Substance Superfund.

Within 45 days of entry of this Consent Decree, each Settling Defendant shall pay to the EPA Hazardous Substance Superfund its respective settlement amount, as set forth in Appendix C, in reimbursement of Past Response Costs.

a. For payments of \$10,000 or greater. Any payment of \$10,000 or greater shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing USAO File Number 97V0359, the EPA Region and Site Spill ID Number 05-RT, and DOJ Case Number 90-11-2-

1261. Payment shall be made in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the Central District of Illinois following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day. Each Settling Defendant shall send notice to EPA and DOJ that its respective payment has been made in accordance with Section XI (Notices and Submissions).

b. For payments less than \$10,000. Any payment less than \$10,000 shall be made by certified check or checks or cashier's check or checks made payable to "U.S. Department of Justice," referencing the name and address of the party making payment, the EPA Region and Site Spill ID Number 05-RT, USAO File Number 97V0359, and DOJ Case Number 90-11-2-1261. Each Settling Defendant shall send its check[s] to:

Financial Litigation Unit (Attn.: Mary Ann Blair)
U.S. Attorney's Office for the Central District of Illinois
600 East Monroe
Room 312
Springfield, IL 62701

Each Settling Defendant shall send notice that its respective payment has been made to EPA and DOJ in accordance with Section XI (Notices and Submissions).

VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

5. Interest on Late Payments. In the event that a Settling Defendant's payment[s] required by Section V (Reimbursement of Response Costs) or Section VI, Paragraph 6 (Stipulated Penalty), are not received when due, Interest shall accrue on the unpaid balance from the date of lodging through the date of payment for such Settling Defendant.

6. Stipulated Penalty.

a. If a Settling Defendant does not pay its respective amount due to EPA under this Consent Decree by the required date, such Settling Defendant shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 5, \$2,000 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund" and shall be sent to U.S. EPA, Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673. All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the party making payment, the EPA Region and Site Spill ID Number 05-RT, USAO File Number 97V0359, and DOJ Case Number 90-11-2-1261. Copies of check[s] paid pursuant to this Paragraph, and any accompanying transmittal letter[s], shall be sent to EPA and DOJ as provided in Section XI (Notices and Submissions).

c. As to each Settling Defendant, penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

7. If the United States brings an action against one or more Settling Defendants to

enforce this Consent Decree, such Settling Defendant or Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

8. Payments made under Paragraphs 5-7 shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of a Settling Defendant's failure to comply with the requirements of this Consent Decree.

9. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFF

10. Covenant Not to Sue by United States. Except as specifically provided in Paragraph 11 (Reservation of Rights by United States), the United States covenants not to sue Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect as to each Settling Defendant upon receipt by EPA of all payments required of such Settling Defendant by Section V, Paragraph 4 (Payment of Past Response Costs to the United States) and Section VI, Paragraphs 5 (Interest on Late Payments) and 6(a) (Stipulated Penalty for Late Payment). As to each Settling Defendant, this covenant not to sue is conditioned upon the satisfactory performance by such Settling Defendant of its obligations under Sections V, VI, VIII, and X under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

11. Reservation of Rights by United States. The covenant not to sue set forth in Paragraph 10 does not pertain to any matters other than those expressly specified therein. The

United States reserves, and this Consent Decree is without prejudice to, all rights against each Settling Defendant with respect to all other matters, including but not limited to:

- a. liability for failure of such Settling Defendant to meet a requirement of this Consent Decree;
- b. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- c. criminal liability;
- d. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606; and
- e. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs.

VIII. COVENANT NOT TO SUE BY SETTling DEFENDANTS

12. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees, with respect to Past Response Costs or this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at the Site for which the Past Response Costs were incurred; and
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

13. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

14. Each Settling Defendant hereby covenants not to sue and agrees not to assert any claims for Past Response Costs against any other Settling Defendant for any portion of the monies paid to the United States under this Decree.

IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

15. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to cost recovery or contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

16. The Parties agree, and by entering this Consent Decree this Court finds, that each Settling Defendant is entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs.

17. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it

for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

18. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VII.

19. By entering into this Decree, Settling Defendants do not admit any fact or legal or equitable liability under any federal, State or local law, and do not admit to any apportionment, allocation, or method of calculation between them or any other person for any costs associated with the Site or any other site. This Consent Decree and the allocations set forth in Appendix C are being entered into solely in connection with the settlement between the Parties for Past Response Costs. Nothing contained in this Consent Decree or any of the Appendices attached hereto shall apply to or serve as a precedent for any allocation or method of calculation other than the allocation of Past Response Costs.

20. The United States agrees as to each Settling Defendant that in any other

administrative or judicial proceeding pursuant to CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607, 9613, the United States will not apply the specific gallons allocated to such Settling Defendant in this settlement, based on EPA's June 1996 volumetric allocation, against that Settling Defendant at any other Moreco or former Moreco-owned site. The gallons allocated to each Settling Defendant are based on those documents relied upon by EPA in formulating its June 1996 volumetric allocation for this Site. For purposes of this paragraph, the other Moreco or former Moreco-owned sites are: Moreco's facility located at 7601 West 47th Street, McCook, Illinois; the Amber Oil facility located at 1016 North Hawley Ave., Milwaukee, Wisconsin; the Pierce Waste Oil Services Site located at 1925 E. Madison Avenue, Springfield, Illinois; the Dunavan Oil facility located at 10913 Route 150, Oakwood, Illinois; the ABC Oil facility located at 44895 Utica Road, Utica, Michigan; and the Enterprise Oil facility located at 14445 Linwood Avenue, Detroit, Michigan. This paragraph does not in any way limit the responsibility of any Settling Defendant for any subsequent removal or remedial action at the A.A. Waste Oil Site or any other site for which separate, independent documentation of liability exists.

X. RETENTION OF RECORDS

21. Until 5 years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

22. As to each Settling Defendant, after the conclusion of the document retention

period in the preceding paragraph, such Settling Defendant shall notify EPA and DOJ by certified mail sent to the addressees listed in Paragraph 24, at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA or DOJ, such Settling Defendants shall deliver any such records or documents to EPA. Such notification shall state explicitly that the 90-day notification period has begun to run with respect to the destruction of any such records or documents. If such Settling Defendant receives no response from EPA or DOJ within the 90-day notification period, and can establish that the EPA and DOJ addressees received the above notice by certified mail, the Settling Defendant shall be entitled to presume that neither EPA nor DOJ is interested in receipt of the identified records or documents pursuant to this Consent Decree. The Settling Defendant may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendant asserts such a privilege, it shall provide Plaintiff with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Each Settling Defendant shall retain all records and documents that it claims to be privileged until the United States has had a reasonable

opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendant's favor.

23. By signing this Consent Decree, each Settling Defendant certifies individually that, to the best of its knowledge and belief, it has:

a. conducted a reasonable, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Defendant regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

XI. NOTICES AND SUBMISSIONS

24. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with

respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-2-1261)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Director, Superfund Division
United States Environmental Protection Agency
Region 5
77 West Jackson Blvd.
Chicago, IL 60604

As to Settling Defendants:

Each counsel as identified on each Settling Defendant's signature page attached hereto

XII. RETENTION OF JURISDICTION

25. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIII. INTEGRATION/APPENDICES

26. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in

this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the list of Settling Defendants; "Appendix B" is the map of the Site; "Appendix C" is the list of amounts to be paid by the Settling Defendants.

XIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

27. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

28. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XV. EFFECTIVE DATE

29. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

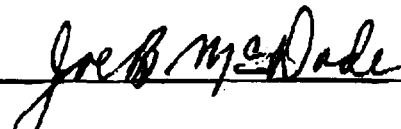
XVI. SIGNATORIES/SERVICE

30. Each undersigned representative of a Settling Defendant to this Consent Decree and the Chief of the Environmental Enforcement Section of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

31. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

32. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

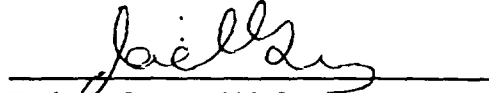
SO ORDERED THIS 25th DAY OF Nov., 1997.


United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE UNITED STATES OF AMERICA

Date: 9/25/97

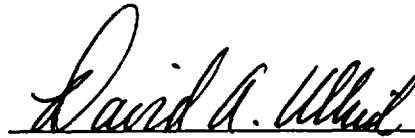


Joel M. Gross, Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530



Leslie E. Lehnert
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

United States Attorney
Central District of Illinois



at:

Regional Administrator, Region 5
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, Illinois



Jose de Leon
Assistant Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, Illinois

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for
signature line for Officer)

Date: 8/28/97

Case Corporation, f/k/a J.I. Case, and
a/k/a Case Power & Equipment and a/k/a Case IH

Name of Settling Defendant

700 State Street
Racine, Wisconsin 53404

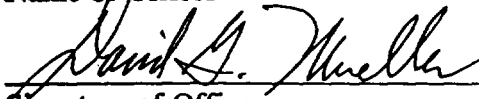
Address

414/636-7898

Telephone Number

David G. Mueller

Name of Officer



Signature of Officer

Senior Counsel

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

CT Corporation

Name

208 S. LaSalle Street
Chicago, IL 60604

Address

Attorney

Frederick S. Mueller
Johnson & Bell, Ltd.

Name

222 North LaSalle Street, Suite 2200
Chicago, Illinois 60601

Address

312/372-0770

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for
signature line for Officer)

Date: 08/25/97

The Kelly-Springfield Tire Company, a division of
The Goodyear Tire & Rubber Company

Name of Settling Defendant

12501 Willow Brook Road, SE
Cumberland, Maryland 21502


Address

(301)777-6493

Telephone Number

L. N. Fiedler

Name of Officer



Signature of Officer

President

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name

Dane E. Taylor
Name

Address

12501 Willow Brook Road, SE
Cumberland, Maryland 21502
Address

(301)777-6493

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for
signature line for Officer)

Date: 8/22/97

Cooper Industries, Inc. (on behalf of Cooper Automotive, Inc. - Burlington

Name of Settling Defendant

P. O. Box 4446
Houston, Texas 77210

Address

(713) 209-8400

Telephone Number

Robert W. Teets

Name of Officer

Robert W. Teets

Signature of Officer

Vice President, Environmental Affairs & Risk Management
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

CT Corp.

Name

811 Dallas Ave.
Houston, TX 77002

Address

Attorney

Willette A. DuBose, Legal Assistant

Name

600 Travis, Suite 5800
Houston, TX 77002

Address

(713) 209-8655

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for signature line for Officer)

Date: 9/10/97

Commonwealth Edison Co.
Name of Settling Defendant

P.O. Box 767, Chicago, IL 60690
Address

(312) 394-4986
Telephone Number

Mary F. O'Toole
Name of Officer Authorized Manager

Mary F. O'Toole
Signature of Officer Authorized Manager

Manager, Environmental Services
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

David Scholz, Secretary
Name

Same
Address

Attorney

Robert A. Cohen
Name

Same
Address

Same
Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT
(Please type or print, except for
signature line for Officer)

Date: 21 August '97

Deere & Company
Name of Settling Defendant

John Deere Road, Moline, IL 61265
Address

(309) 765-4840
Telephone Number

Michael A. Harring
Name of Officer

Michael A. Harring
Signature of Officer

Assistant Secretary
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Kathleen R. Gibson
Name
Deere & Company
John Deere Rd., Moline, IL 61265
Address

Attorney

Kathleen R. Gibson
Name
Deere & Company
John Deere Rd., Moline, IL 61265
Address
(309) 765-4840
Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for signature line for Officer)

Date: 8/15/97

ABC RAIL PRODUCTS CORP.
Name of Settling Defendant

200 S. MICHIGAN AVE CHICAGO, IL 60604
Address

(312) 322-4617
Telephone Number

RAYMOND M. TRENCK
Name of Officer

Raymond M. Trenck
Signature of Officer

SP. DIRECTOR ENVIRONMENTAL, SAFETY & HEALTH
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Same as Attorney
Name

Address

Attorney

Charles T. Wehland
Name
Jones, Day, Reavis & Pogue
77 West Wacker Drive
Chicago, IL 60601-1692
Address

312-269-4388
Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for
signature line for Officer)

Date: 8/22/97

A. Y. McDONALD MFG. CO.

Name of Settling Defendant

4800 CHAVENELLE ROAD
DUBUQUE, IA 52002

Address

319-583-7311

Telephone Number

L. J. Sherman

Name of Officer _____

P. A. Heerman
Signature of Officer

Signature of Officer

President

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name _____

Name _____

Address

Address

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

**(Please type or print, except for
signature line for Officer)**

Date: August 28, 1997

Bridgestone/Firestone, Inc.

Name of Settling Defendant
c/o Burke, Weaver & Prell
55 West Monroe Street, Suite 800
Chicago, Illinois 60603
Address

(312) 263-3600

Telephone Number

Mark E. Burkland

Name of Officer

Signature of Officer

Attorney for Bridgestone/Firestone, Inc.

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name _____

Name _____

Address

Address

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for
signature line for Officer)

Date: Aug. 25, 1997

BUTLER MANUFACTURING COMPANY
Name of Settling Defendant

700 Karnes
Kansas City, Mo 64108

Address

968-3000

Telephone Number

RICHARD O. BALLENTINE
Name of Officer

by Richard O. Ballentine
Signature of Officer

VICE PRESIDENT
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

William F. Ford

Name
Lathrop & Gage, L.C.
2345 Grand Blvd.
Kansas City, MO 64108

Address

Attorney



Name- William F. Ford
2345 Grand Blvd.
Kansas City, MO 64108-2684

Address

816/292-2000

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT
(Please type or print, except for
signature line for Officer)

Date: 08/28/97

Elco Textron Inc.

Name of Settling Defendant

1111 Samuelson Road, POB 7009, Rockford, IL 61125-7009

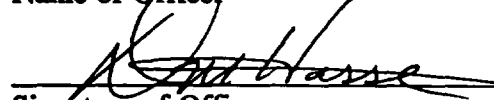
Address

815/391-5271

Telephone Number

Derek M. Hasse

Name of Officer



Signature of Officer

Vice President - Administration

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name

Name

Address

Address

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT
(Please type or print, except for
signature line for Officer)

Date: _____

Frantz Manufacturing Co.
Name of Settling Defendant

P.O. Box 497, Sterling, IL 61081
Address

815-625-3333
Telephone Number

E. L. Froeliger
Name of Officer

E. L. Froeliger
Signature of Officer

Secretary, Treasurer and Chief Financial Officer
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name

WARD, MURRAY, PACE & JOHNSON
Name

Address

P.O. Box 400, Sterling, IL 61081
Address

815-625-8200
Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for signature line for Officer)

Date: _____

The Gates Corporation dba The Gates Rubber Co.
Name of Settling Defendant

900 S. Broadway Denver CO 80209
Address

303 744-5059
Telephone Number

Merry Ann Hogle
Name of Officer

Merry Ann Hogle
Signature of Officer

Assistant General Counsel & Assistant Secretary
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name

Name

Address

Address

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

**(Please type or print, except for
signature line for Officer)**

Date: 8/25/97

General Electric' Company

Name of Settling Defendant

One Computer Drive South, Albany, NY 12205
Address

(518)458-6632
Telephone Number

Thomas G. Corneil

Name of Officer

Signature of Officer

**Manager, Northeast/Midwest Region, Environmental
Title Remediation Program**

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name _____

Michael S. Elder, Esq.

Name _____

Address

General Electric Company
~~One Computer Drive South, Albany, NY 12205~~
Address

(518) 458-6614

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for
signature line for Officer)

Date: August 27, 1997

Name of Settling Defendant

HARPER-WYMAN COMPANY

Address

3600 Thayer Court #110, Aurora, IL 60504

Telephone Number

630-978-8000

Name of Officer

Coleman S. Hicks

Signature of Officer



Title

Vice President

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Name

Address

Attorney

Robertà M. Saielli

Name

Gardner, Carton & Douglas
Quaker Tower--Suite 3400, 321 N. Clark St.
Chicago, IL 60610

Address

312-245-8769

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

**(Please type or print, except for
signature line for Officer)**

Date: 8/25/97

Hayes Wheels International, Inc.

Name of Settling Defendant

38481 Huron River Drive
Romulus, MI 48174

Address

313-941-2000

Telephone Number

Daniel M. Sandberg

Name of Officer

Signature of Officer

Vice President, General Counsel

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name _____

Name _____

Address

Address

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTling DEFENDANT

(Please type or print, except for
signature line for Officer)

Date: 8/27/97

Honeywell Inc., Micro Switch Division

Name of Settling Defendant

11 W. Spring St., Freeport, IL 61032

Address

815/235-5500

Telephone Number

Ronald E. Sieck

Name of Officer



Signature of Officer

Vice President, General Manager

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Carl C. Meier

Name

Honeywell Inc.
2701 Fourth Avenue South
Minneapolis, MN 55408

Address

Attorney

Carl C. Meier

Name

Honeywell Inc.
2701 Fourth Avenue South
Minneapolis, MN 55408

Address

612-951-0570

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT
(Please type or print, except for
signature line for Officer)

Date: 08/22/97

METFORM, LLC
Name of Settling Defendant

7034 IL RTE 84 P.O. BOX A SAVANNA, IL 61074
Address

(815)273-2201
Telephone Number

DENNIS KEESEY
Name of Officer


Signature of Officer

V.P. OF OPERATIONS
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

SACHNOFF & WEAVER, LTD.
Name

30 S. WACKER DRIVE, 29TH FLOOR
Address CHICAGO, IL 60606-7484

Attorney

EDWARD V. WALSH, III
Name

30 S. WACKER DRIVE, 29TH FLOOR
Address CHICAGO, IL 60606-7484

(312) 207-3898
Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for
signature line for Officer)

Date: Aug. 25, 1997

IMC NITROGEN COMPANY

Name of Settling Defendant

P. O. Box 229

East Dubuque, IL 61025

Address

815/747-3101

Telephone Number

THOMAS H. BELL

Name of Officer

Thomas H. Bell

Signature of Officer

VICE PRESIDENT AND GENERAL MANAGER

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name

MARY GABRIELLE SPRAGUE

Name

555 Twelfth St., N. W.
Washington, D.C. 20004-1202

Address

Address

202/942-5000

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for
signature line for Officer)

Date: 8/27/97

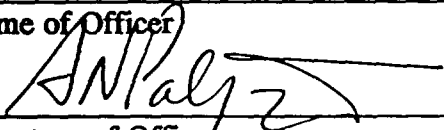
Kmart Corporation
Name of Settling Defendant
3100 West Big Beaver Road
Troy, MI 48084-3163

Address

(248) 637-6544
Telephone Number

Anthony N. Palizzi

Name of Officer


Signature of Officer

Executive Vice-President & General Counsel

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name

Name

Address

Address

Louis Zednik

Kmart Corporation
3100 West Big Beaver Road
Troy, MI 48084-3163

(248) 637-6544

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTling DEFENDANT

(Please type or print, except for
signature line for Officer)

Date: 8-25-97

Kraft Foods, Inc.
Oscar Mayer Foods Division

Name of Settling Defendant

Three Lakes Drive
Northfield, IL 60093-2758

Address

(847) 646-2000

Telephone Number

Philip M. McAndrew

Name of Officer

Philip M. McAndrew

Signature of Officer

Director, Environmental Affairs

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Paul G. McNulty

Name

Three Lakes Drive - NF362
Northfield, IL 60093

Address

Attorney

Paul G. McNulty

Name

Three Lakes Drive - NF362
Northfield, IL 60093-2758

Address

(847) 646-2480

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

**(Please type or print, except for
signature line for Officer)**

Date: 8/25/97

Lawrence Brothers, Inc.

Name of Settling Defendant

2 First Avenue, Sterling, IL 61081
Address

(815) 625-0360

Telephone Number

Jay A. Lawrence

Name of Officer

Signature of Officer

President & CEO

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name _____

Name _____

Address

Address

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT
(Please type or print, except for
signature line for Officer)

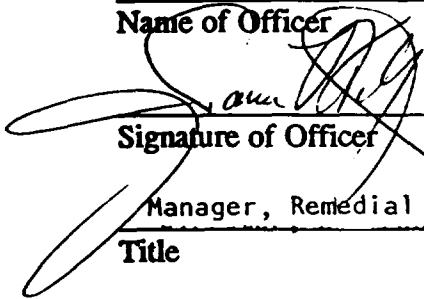
Date: 8-25-97

Monsanto Company
Name of Settling Defendant

800 N. Lindbergh Blvd. St. Louis, MO 63167
Address

314-694-1000
Telephone Number

James L. Kilby
Name of Officer


Signature of Officer

Manager, Remedial Projects
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Judith Reinsdorf
Name

800 N. Lindbergh Blvd. St. Louis, MO
Address

Attorney

SAME
Name

Address

314-694-8503

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

**(Please type or print, except for
signature line for Officer)**

Date: 8/25/97

NACCO Materials Handling Group Inc.
Name of Settling Defendant

2701 N.W. Vaughn St., Suite 900, Portland, OR
Address 97210

(503) 721-6000

Telephone Number

Geoffrey D. Lewis

Name of Officer

Signature of Officer

Vice-President, General Counsel & Secretary
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name _____

Tim A. Long

Name _____

NACCO Materials Handling Group, Inc.
P.O. Box 2902, Portland, OR 99720-2902

Address

Address

(503) 721-6063

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for signature line for Officer)

Date: 8/20/97

Navistar International Transportation Corp
Name of Settling Defendant

455 N. Cityfront Plaza Drive
Address Chicago, IL 60611

(312) 836-3051
Telephone Number

Edith M. Ardiente
Name of Officer

Edith M. Ardiente
Signature of Officer

Director, Environmental Affairs
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Name

Address

Attorney

ILYSE W. SCHUMAN
Name Navistar International Transportation Corp.
455 N. Cityfront Plaza Drive
Chicago, IL 60611

Address

(312) 836-2505
Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT
(Please type or print, except for
signature line for Officer)

Date: 8/29/97

Quanex Corporation

Name of Settling Defendant

1725 Rockingham Road, Davenport, IA 52802

Address

319-324-2121

Telephone Number

Nick A. Bednorz

Name of Officer

Signature of Officer

Group Controller

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name

Roger W. Patrick

Name

Address

1301 K Str., N.W., Suite 600, East Tower
Address Washington, DC 20005

202-408-6426

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

**(Please type or print, except for
signature line for Officer)**

Date: 8/20/97

RB&W Corporation

Name of Settling Defendant

23000 Euclid Avenue
Cleveland, OH 44117


Address

216-692-7200

Telephone Number

Ronald J. Cozean

Name of Officer


Signature of Officer

Signature of Officer

Vice President and Secretary

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name _____

Name _____

Address

Address

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. _____ (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for signature line for Officer)


Date: 8/20

SAUER - SWIDSTRAND
Name of Settling Defendant

2800 EAST 13TH STREET
Address AMES, IA 50236

(515) 239-6000
Telephone Number

KEN McCuskey
Name of Officer


Signature of Officer

Treasurer
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name

Name

Address

Address

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Case Corporation, et al., Civil Action No. (C.D. Ill.), relating to the A.A. Waste Oil Site.

FOR THE SETTLING DEFENDANT

(Please type or print, except for
signature line for Officer)

United Technologies Automotive Systems, Inc.
f/k/a Sheller-Globe Corporation

Date: 8-19-97

Name of Settling Defendant

5200 Auto Club Drive, Dearborn, MI 48126-9982
Address

(313) 593-9325

Telephone Number

Name of Officer Michael O. Brown


Signature of Officer

Vice President, General Counsel, & Secretary
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name

Name

Joseph A. Gregg, Esq.

Eastman & Smith

P. O. Box 10032, Toledo, OH 43699-0032

Address

Address

419-241-6000

Telephone

Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

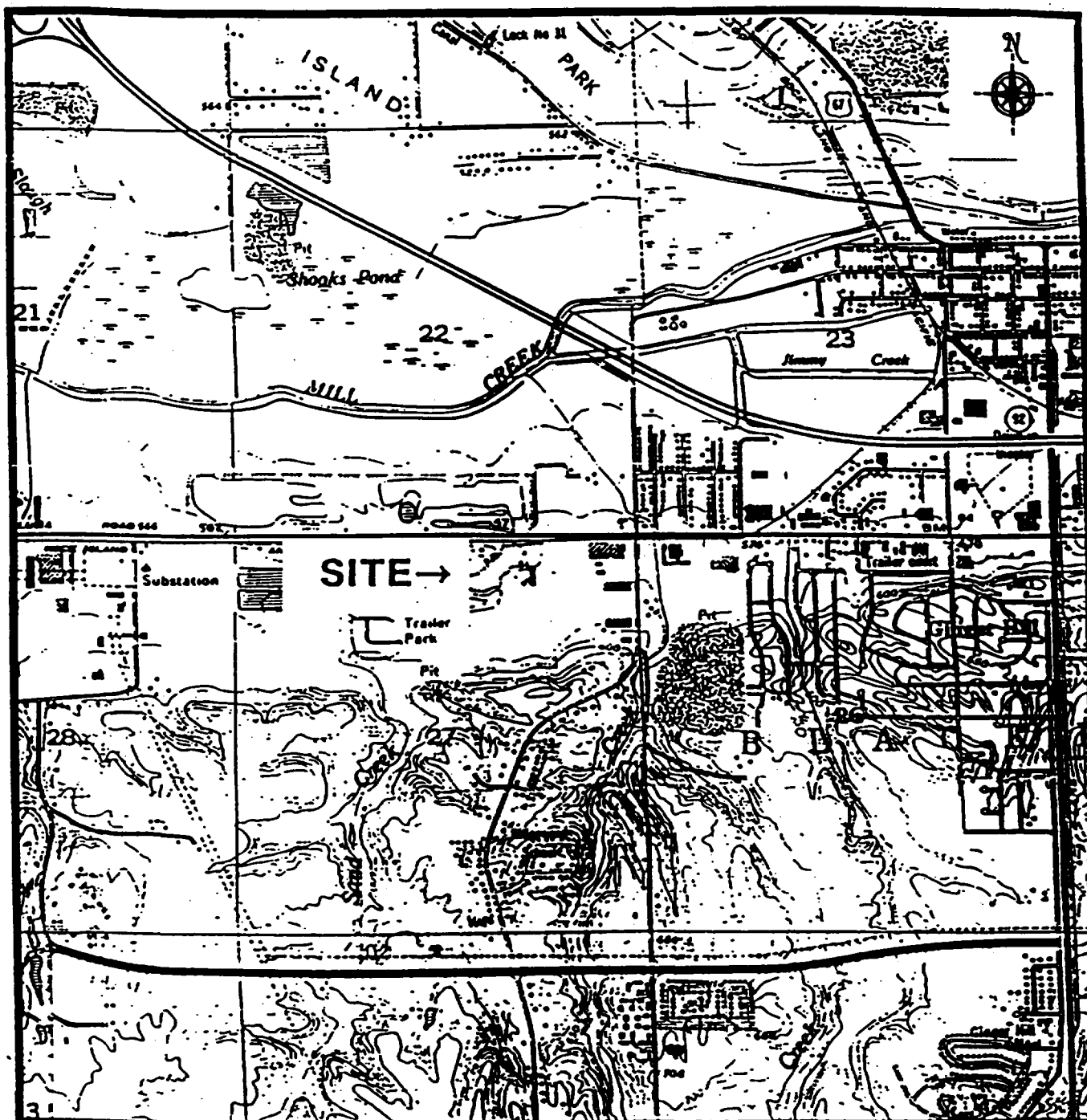
APPENDIX A

Settling Defendants

Case Corporation
Kelly-Springfield Tire Co.
Cooper Industries
Commonwealth Edison Co.
Deere & Co.
ABC Rail Products Corp.
A.Y. McDonald Mfg. Co.
Bridgestone/Firestone, Inc.
Butler Manufacturing Co.
Elco Textron Inc.
Frantz Manufacturing Co.
The Gates Corporation d/b/a The Gates Rubber Company
General Electric Co.
Harper-Wyman Company
Hayes Wheels International
Honeywell Inc. -- MICRO SWITCH Division
MetForm, LLC
IMC Nitrogen Company f/k/a Phoenix Chemical Company
Kmart Corporation
Kraft Foods, Inc. -- Oscar Mayer Foods Division
Lawrence Brothers, Inc.
Monsanto Company
NACCO Materials Handling Group, Inc.
Navistar International Transportation Corp.
Quanex Corporation
RB & W Corporation
Sauer-Sundstrand Company
United Technologies Automotive Systems, Inc.
f/k/a Sheller-Globe Corporation

APPENDIX B

MAP OF THE A.A. WASTE OIL SITE ROCK ISLAND, ILLINOIS



ILLINOIS



U.S. EPA REGION V
EMERGENCY AND ENFORCEMENT RESPONSE BRANCH

TITLE Site Location Map		FIGURE # 1
SITE A.A. Waste Oil		SITE ID RT
CITY Rock Island	STATE Illinois	SCALE 1:24,000
SOURCE USGS Topo Map Milan II Quad		DATE 1953

APPENDIX C

Amounts due from Settling Defendants

TIER 1 -- Over 500,000 gallons

Case Corporation	\$47,000
Kelly-Springfield Tire	\$47,000

TIER 2 -- 100,000 gallons to 500,000 gallons

Cooper Industries	\$21,000
Gates Rubber	\$21,000
Hayes Wheel International	\$21,000
Commonwealth Edison	\$21,000
John Deere	\$21,000

TIER 3 -- 70,000 gallons to 100,000 gallons

Bridgestone/Firestone	\$16,000
Kraft Foods	\$16,000
Kmart Corporation	\$16,000

TIER 4 -- 40,000 gallons to 70,000 gallons

General Electric	\$11,000
Butler Manufacturing	\$11,000
RB & W	\$11,000
Honeywell	\$11,000
United Technologies Automotive	\$11,000
Elco Textron Industries	\$11,000
Harper-Wyman	\$11,000
MetForm	\$11,000

TIER 5 -- Below 40,000 gallons

Quanex	\$6,000
Navistar	\$6,000
A.Y. McDonald	\$6,000
Monsanto	\$6,000
Sauer-Sundstrand	\$6,000
ABC Rail	\$6,000
Frantz Sterling Steel Ball	\$6,000
IMC/Phoenix Chemical	\$6,000
Lawrence Bros.	\$6,000
NACCO / Hyster	\$6,000